

KIEVE LAW OFFICES
LOREN KIEVE (56280)
LK@KIEVELAW.COM
2655 STEINER STREET
SAN FRANCISCO, CALIFORNIA
94115
TELEPHONE: (415) 364-0060
LK@KIEVELAW.COM

Counsel for Peter R. Fader

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re:

PETER R. FADER
dba Urchin Capital Partners
dba Urchin Partners LLC,

Debtor.

Case No.: 08-30119-DM

Chapter 7

**DECLARATION OF PETER R. FADER
IN RESPONSE TO THE TRUSTEE'S
OBJECTION TO CLAIM NO. 15
FILED BY WARREN DEAN**

Hearing Date:

Date: September 29, 2023

Time: 1:30 PM

Place: Telephonically/Videoconference

Judge: Honorable Dennis Montali

Response Deadline: September 15, 2023

I, Peter R. Fader, declare as follows:

1. I am the debtor in this chapter 7 bankruptcy case and I submit this declaration in response to the *Trustee's Objection to Claim No. 15 Filed by Warren Dean* (the "Objection") [Dkt 173]. I have personal knowledge of the facts set forth herein and, if called as a witness, I would and could competently testify thereto.

2. I have reviewed the proof of claim filed by Warren Dean, dated December 9, 2019, in which he asserts an unsecured claim in the amount of \$1,080,000 relating to a loan (the “Claim”). The Claim is valid.

3. With regard to the specific portion of the Claim referenced in the Objection, I attest that on or about July 2001, Mr. Dean lent me the sum of \$230,000 pursuant to the terms of a written loan agreement that had been signed by me and Mr. Dean. The terms of the agreement required the \$230,000 loan to be repaid by me in five years (in or about July 2006). No portion of the \$230,000 loan was repaid or forgiven as of January 26, 2008 – the date I filed my chapter 7 bankruptcy petition - and it remains due and payable. The agreement also required the payment of interest but I understand that Mr. Dean is not requesting reimbursement of interest as part of his Claim.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed on September 8, 2023.

Peter R. Fader

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2 which he asserts an unsecured claim in the amount of \$1,080,000 relating to a loan (the "Claim").
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Peter R/Fader

PACHULSKI STANG ZIEHL & JONES LLP
ATTORNEYS AT LAW
SAN FRANCISCO, CALIFORNIA

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